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law prefers vested to contingent remainders, and that courts will always construe a remainder to be vested rather than contingent, has no application, where language of deed is not doubtful.

[Ed. Note.—For other cases, see 11 Va.-W. Va. Enc. Dig. 823.]

Error to Circuit Court, Amherst County.

Action by Bland Bibb and others, infants, by their next friend and guardian, against Mary B. Smoot and others. Verdict and judgment for plaintiffs, and defendants bring error. Affirmed.

Wm. Kinckle Allen and *O. L. Evans*, both of Amherst, for plaintiffs in error.

Volney E. Howard, of Lynchburg, and *L. Grafton Tucker*, of Lovingston, for defendants in error.

SOUTHERN RY. CO. v. POWELL et al.

Nov. 14, 1918.

[97 S. E. 357.]

1. Eminent Domain (§ 319*)—Rights Acquired—Embodiment of “Understanding” in Report.—Where a railroad sought to condemn land, and commissioners added to report allowing for land taken that it was made with understanding that the railroad was to build crossing for owners, “understanding” was equivalent of “agreement,” which under Eminent Domain Act, cl. 20, may be embodied in the report, and, if confirmed, will constitute a covenant running with the land.

[Ed. Note.—For other definitions, see Words and Phrases, First and Second Series, Understanding.* For other cases, see 5 Va.-W. Va. Enc. Dig. 114.]

2. Eminent Domain (§ 319*)—Rights Acquired—Agreement of Parties.—Cases coming within Eminent Domain Act, cl. 20, should receive favorable consideration from courts, and where one interpretation of language of commissioners’ report would give it effect as agreement under statute, and the other nullify it, the former should be preferred.

[Ed. Note.—For other cases, see 5 Va.-W. Va. Enc. Dig. 106-7.]

Error to Circuit Court, Nelson County.

Proceeding by notice of motion for judgment by W. A. Powell and others against the Southern Railway Company. To review judgment for plaintiffs, defendant brings error. Affirmed.

J. T. Coleman, Jr., of Lynchburg, for plaintiff in error.

C. J. Campbell, of Amherst, and *S. B. Whitehead*, of Lovingston, for defendants in error.

*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.